

May 22, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**GROUNDS MAINTENANCE AGREEMENT
WITH THE CITY OF CLAREMONT
(FIFTH DISTRICT) (3-VOTE MATTER)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign a five-year agreement for grounds maintenance with the City of Claremont (City) for the Claremont Library, at an initial payment of \$10,845.42 to be adjusted in accordance with the Consumer Price Index (CPI) in July 2003, and each successive year thereafter. This agreement shall be effective July 1, 2003 through June 30, 2008.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County Charter, Section 56-1/4 authorizes the Board of Supervisors to contract with a City to perform duties and functions for the County. The City has been providing grounds maintenance services for the Claremont Library located at 208 North Harvard Avenue, Claremont, CA 91711 since 1977. The County is satisfied with the services currently provided and wishes to continue the relationship with the City. The County benefits from the services provided by the City and recommends approval of the proposed agreement to continue these services.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan in the areas of service excellence, fiscal integrity, and organizational effectiveness.

FISCAL IMPACT/FINANCING

Under the terms of the agreement, the City will provide grounds maintenance services for the Claremont Library at an initial payment of \$10,845.42 to be adjusted in accordance with the Consumer Price Index (CPI) in July 2003, and each successive year thereafter, the July CPI shall be used to adjust the annual payment for a term of five consecutive years with an annual CPI adjustment not to exceed five percent (5%) every July.

Extra repairs required due to vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed at additional cost based on time and materials.

The annual service period under the new agreement will be July 1 through June 30, and the City will invoice the County on a Fiscal Year basis. In the event the City is prevented from performing the maintenance services for the Library, the City shall return to the County the pro-rata portion of any annual payment prepaid by the County.

The contract rate is comparable to outside contractors based on the Public Library's experience in this area. The cost for this agreement will be paid from existing funds included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This agreement is authorized under the provisions of Section 56-1/4 of the Charter of the County of Los Angeles and Title 1, Division 7, Chapter 5, (Sections 6500 et seq.) of the Government Code.

The agreement was reviewed and approved by County Counsel.

The standard County contract provisions for services from the private sector are not applicable to a contract for services provided by a City.

CONTRACTING PROCESS

Since this is an intergovernmental agreement, no competitive procurement is required.

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IMPACT ON CURRENT SERVICES

Approval of this agreement will assure continuation of current grounds maintenance services by the City without interruption.

CONCLUSION

The grounds maintenance services provided under the recommended agreement are essential to Public Library operations at the Claremont Library.

Respectfully submitted,

Margaret Donnellan Todd
County Librarian

MDT:DF:EVT:jm

Attachments

C: Chief Administrative Office
County Counsel
Executive Office, Board of Supervisors
Auditor-Controller

GROUNDS MAINTENANCE AGREEMENT

Between the

COUNTY OF LOS ANGELES, CALIFORNIA

and the

CITY OF CLAREMONT, CALIFORNIA

This agreement entered into this ____ day of _____ 2003 by and between the County of Los Angeles, hereinafter referred to as County and the City of Claremont, hereinafter referred to as City.

WHEREAS, the County is desirous of contracting with the City for the maintenance of the grounds of the Claremont Library at 208 North Harvard Avenue, Claremont, hereinafter referred to as County Building.

WHEREAS, the City is agreeable to rendering such service on the terms and conditions hereinafter set forth; and,

WHEREAS, this agreement is authorized and provided for by the provisions of Section 56-¼ of the Charter of the County of Los Angeles and Title 1, Division 7, Chapter 5, (Sections 6500 et. Seq.) of the Government Code.

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein below, it is mutually agreed by the parties hereto as follows:

1. In consideration for maintenance and services, the County agrees to initially pay the City the sum of Ten Thousand Eight Hundred Forty Five and 42/100 Dollars (\$10,845.42), "Initial Annual Payment" to include the July 2003 CPI. The Initial Annual Payment shall be adjusted in accordance with the Consumer Price Index for all Urban Consumers for the Los Angeles -Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100), herein referred to as CPI.

The second CPI adjustment shall be made according to the July 2004 CPI and each successive year thereafter the July CPI shall be used to adjust each Subsequently Adjusted Annual Payment.

In no event shall the annual adjustment based upon the CPI, result in an annual increase greater than five percent (5%) per year.

Routine plant replacement, and repairs to irrigation systems will be included as part of this agreement. Extra repairs needed because of vandalism, equipment replacement needed from wear and tear, or re-landscaping of the property, will be billed as extra based on time and materials.

Payments shall be paid on demand on July 1 for each year of this agreement.

2. This agreement shall remain for a period of five (5) years and shall commence upon Board of Supervisor's approval or July 1, 2003, whichever is later.
3. Payment shall be yearly, in advance, and payable on the commencement date of this agreement.
4. The City will maintain in good and workmanlike manner the grounds of the County Building. Said maintenance to consist of mowing and edging grassed areas, pruning of shrubs, cultivation of flower beds, routine plant replacement, application of water, furnishing and applying insecticides and fertilizer, trimming and care of trees, sweeping of the entrances and parking lots, and service to the irrigation system; provided, however the City is not prevented from performing said maintenance by reason of the renovation, construction, or other improvement work on the County Building. Further description of said maintenance is located in Attachment A. In the event the City is so prevented from performing the above-mentioned maintenance, the County shall be entitled to a prorated reduction or refund, as appropriate, based upon such services for such time as the City is prevented from performance hereunder.
5. For the purpose of performing said grounds maintenance, the City shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the grounds at a level of appearance comparable to other City facilities.
6. The Head, Facilities Services, County of Los Angeles Public Library or their designee, 7400 E. Imperial Highway, Room 206, Downey, CA 90242, (562) 940-8481, will be the County's contract coordinator and the Community Services Director and/or their designee, 215 Cornell Avenue, Claremont, CA 91711, (909) 399-5431, will be the City's contract coordinator.
7. The County may replace, at its sole discretion, all plants, shrubs and trees upon written notification of such need from the City. The City shall not alter the landscape in any manner not otherwise provided for herein without the express written consent of the County.
8. The County shall not be called upon to assume any liability for the direct payment of any salaries, wage or other compensation to any City personnel performing services hereunder for the County.
9. The City shall indemnify and hold the County harmless from any liability arising from or in any way connected with any activity performed by the City pursuant to this agreement or resulting from a dangerous or defective condition of property subject to this agreement existing by reason of any act or omission by the City, or its agent or employees.

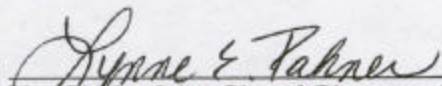
The County shall indemnify and hold the City harmless from any liability arising from or in any way connected with any activity performed by the County in operating said County Building, resulting from a dangerous or defective condition of property subject to this agreement existing by reason of any act or omission by the County, or its agents or employees.

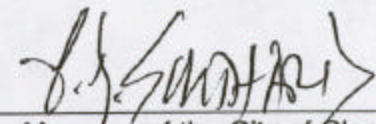
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed upon the day and year first above written,

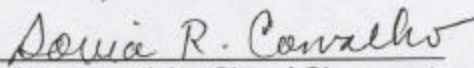
ATTEST:

CITY OF CLAREMONT:

By: 
City Clerk of the City of Claremont

By: 
City Manager of the City of Claremont

APPROVED AS TO FORM:

By: 
City Attorney of the City of Claremont

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk
of the Board of Supervisors

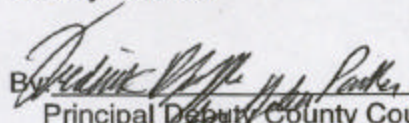
COUNTY OF LOS ANGELES

By: _____

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

Lloyd W. Pellman
County Counsel

By: 
Principal Deputy County Counsel